
LOCAL EXCHANGE TELEPHONE SERVICES

TITLE PAGE

Nextlink Wireless, Inc.

REGULATIONS, DESCRIPTIONS AND RATES
APPLICABLE TO FURNISHING
LOCAL EXCHANGE SERVICES
WITHIN THE STATE OF KENTUCKY

This tariff is on file with the Kentucky Public Service Commission and copies may be inspected during normal business hours at the Company's principal place of business at 11111 Sunset Hills Road, Reston, Virginia, 20190.

Issued: May 31, 2006

David LaFrance, Regulatory & External Affairs
11111 Sunset Hills Road
Reston, VA 20190

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**PUBLIC SERVICE COMMISSION
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PURSUANT TO 807 KAR 5:011

**SECTION 9 (1)
Effective: June 1, 2006**

By 

Executive Director
KYL0600

LOCAL EXCHANGE TELEPHONE SERVICES

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION		PAGE	REVISION	
1	Original	*	26	Original	*
2	Original	*	27	Original	*
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EXPLANATION OF SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate, regulation or text.
- (I) - To signify increased rate.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify new rate, regulation, or text.
- (R) - To signify reduced rate.
- (T) - To signify a change in text, but no change in rate or regulation.

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APPLICATION OF TARIFF

This tariff contains the descriptions, regulations and rates applicable to the furnishing of intrastate common carrier communications services by Nextlink Wireless, Inc. between points within the Commonwealth of Kentucky.

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TARIFF FORMAT

- A. **Page numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially, however, new pages are occasionally added to the Tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14. Because of various suspension periods, deferrals, etc. the Commission follows in their tariff approval process, the most current page number on file with the Commission is not always the Tariff page in effect.
- C. **Paragraph Numbering Sequence** - There are various levels of alphanumeric coding. Each level of coding is subservient to its next higher level. The following is an example of the numbering sequence suggested for use in tariffs.
- 2.1.
 - 2.1.1.
 - 2.1.1.A.
 - 2.1.1.A.1
 - 2.1.1.A.1.(a)
 - 2.1.1.A.1.(a).1
 - 2.1.1.A.1.(a).1.(i)
 - 2.1.1.A.1.(a).1.(i)(1)
- D. **Check Sheet** - When a tariff filing is made with the Commission, an undated check sheet accompanies the tariff filing. The check sheet lists the sheets contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is updated to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on the check sheet if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current on file with the Commission.

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SECTION 1 – DEFINITIONS

Advance Payment - Part or all of a payment required before the start of service.

Authorized User - A person, firm or corporation which is authorized by the Customer or joint user to be connected to the service of the Customer or joint user.

Broadband Wireless Access - Locations from which the Company is providing wireless transmission.

Circuit – A dedicated telecommunications facility provided by the Company to connect two Points of Interconnection as specified by the Customer in a Service Order. Circuits come in different types depending on the speed and data rates provisioned over the physical facilities of the Circuit (i.e., DS1, DS3, OCx, 5 Mbps, 10 Mbps). A Circuit may traverse more than one Link.

Company - Nextlink Wireless, Inc., the issuer of this tariff, which is a Delaware corporation, or any of its affiliates which concur in this tariff.

Customer - The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

Hub -- A location used to aggregate multiple services and to interconnect traffic. Transport of information from a Hub to Remotes and vice versa occurs via Links. Transport is provided by line of sight technology which includes point to multipoint and point to point wireless technology.

Individual Case Basis (ICB) - A service arrangement in which the regulations, rates and charges are developed based on the specific circumstances of the Customer's situation.

IntraLATA Service - Service which originates and terminates within the same Local Access Transport Area (LATA).

InterLATA Service - Service which originates within one Local Access Transport Area (LATA) and terminates in a different LATA.

Link – A direct wireless connection between two physical locations using a single pair of microwave equipment.

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SECTION 1 – DEFINITIONS, (CONT'D.)

Non-Recurring Charges - The one-time initial charges for services or facilities, including but not limited to charges for construction, installation or special fees for which the Customer becomes liable at the time the Service Order is executed.

Point of Interconnection - The point at which the Company's responsibility to provide equipment and service ends and the Customer's responsibility for the information begins, as specified in a Service Order.

Recurring Charges - The monthly charges to the Customer for services, facilities and equipment which continue for the agreed upon duration of the service.

Remote - An end point location which may serve as the termination point for various Circuit types. Transport of information from a Remote to a Hub and vice versa occurs via Links. Transport is provided by line of sight technology which includes point to multipoint or point to point wireless technology. If a site is used as an intermediate location in a chain of point to point services, both ends are defined as a Remote.

Service Order - The written request for communications services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff.

Site - A location from which radio transmission and reception equipment produces Links within a specific geographical area. A site may be Hub, Remote or Point of Interconnection.

Station - Denotes the network control signaling unit and any other equipment provided at the Customer's premises which enables a customer to establish communications connections and to effect communications through such connections.

United States - The 48 contiguous states and the District of Columbia, Hawaii, Alaska, Puerto Rico, the US Virgin Islands, as well as the off-shore areas outside the boundaries of the coastal states of the 48 contiguous states to the extent that such areas appertain to and are subject to the jurisdiction and control of the United States.

User or End User - Any person or entity that obtains the Company's services provided under this tariff, regardless of whether such person or entity is so authorized by the Customer.

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Undertaking of the Company****2.1.1 General**

The Company's services and facilities are furnished for intrastate communications originating at specified points within the Commonwealth of Kentucky under the terms of this tariff. Intrastate service is offered in conjunction with interstate service.

The Company provides service in accordance with the terms and conditions set forth under this tariff.

The Company's services and facilities are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

Failure by the Company to assert its rights pursuant to one provision of this Tariff does not preclude the Company from asserting its rights under other provisions.

2.1.2 Shortage of Equipment or Facilities

- A. The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B. The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions

- A.** Except as otherwise provided herein, service is provided and billed on the basis of a minimum period of at least one month, and shall continue to be provided until canceled by the Customer, in writing, on not less than thirty (30) days notice. Unless otherwise specified herein, for the purpose of computing charges in this tariff, a month is considered to have thirty (30) days. All calculations of dates set forth in this tariff shall be based on calendar days, unless otherwise specified herein.
- B.** Customers may be required to enter into written Service Orders which shall contain or reference the name of the Customer, a specific description of the service ordered, the rate to be charged, the duration of the services, and the terms and conditions in this tariff.
- C.** This tariff shall be interpreted and governed by the laws of the Commonwealth of Kentucky without regard to the State's choice of laws provisions.
- D.** Another telephone company must not interfere with the right of any person or entity to obtain service directly from the Company.
- E.** The Customer has no property right to the telephone number or any other call number designation associated with services furnished by the Company. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, assigned to the Customer, whenever the Company deems it necessary to do so in the conduct of its business.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.3 Terms and Conditions, (cont'd.)

- F.** The Customer agrees to operate Company-provided equipment in accordance with instructions of the Company or the Company's agent. Failure to do so will void Company liability for interruption of service and may make the Customer responsible for damage to equipment pursuant to this section.
- G.** The Customer agrees to return to the Company all Company-provided equipment delivered to Customer within five (5) days of termination of the service in connection with which the equipment was used. Said equipment shall be in the same condition as when delivered to Customer, normal wear and tear only excepted. Customer shall reimburse the Company, upon demand, for any costs incurred by the Company due to Customer's failure to comply with this provision.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company

Because the Customer has exclusive control of its communications over the services furnished by the Company, and because interruptions and errors incident to these services are unavoidable, the services the Company furnishes are subject to the terms, conditions, and limitations specified in this tariff and to such particular terms, conditions, and limitations as set forth in the special regulations applicable to the particular services and facilities furnished under this tariff.

- A. The liability of the Company for damages arising out of the furnishing of these services, including but not limited to mistakes, omissions, interruptions, delays, or errors, or other defects, representations, or use of these services or arising out of the failure to furnish the service, whether caused by acts of commission or omission, shall be limited to the extension of allowances for interruption. The extension of such allowances for interruption shall be the sole remedy of the Customer, authorized user, or joint user and the sole liability of the Company.
- B. The Company shall not be liable or responsible for any special, consequential, indirect, exemplary, lost profits, or punitive damages, whether or not caused by the intentional acts or omissions or negligence of the Company's employees, agents or contractors.
- C. The Company shall not be liable for any failure of performance or equipment due to causes beyond its control, including but not limited to: acts of God, fire, flood or other catastrophes; any law, order, regulation, direction, action, or request of the United States Government, or of any other government, including state and local governments having or claiming jurisdiction over the Company, or of any department, agency commission, bureau, corporation, or other instrumentality of any one or more of these federal, state, or local governments, or any civil or military authority; national emergencies; insurrections; riots; wars; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- D.** The Company shall not be liable for any act or omission of any entity furnishing to the Company or to the Company's Customers facilities or equipment used for or with the services the Company offers.
- E.** The Company shall not be liable for any damages or losses due to the fault or negligence of the Customer or due to the failure or malfunction of Customer provided equipment or facilities.
- F.** The Company shall not be liable for the claims of vendors supplying equipment to Customers of the Company which may be installed at premises of the Company nor shall the Company be liable for the performance of said vendor or vendor's equipment.
- G.** The Company does not guarantee nor make any warranty with respect to installations it provides for use in an explosive atmosphere. The Customer indemnifies and holds the Company harmless from any and all loss, claims, demands, suits, or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any other party or person(s), and for any loss, damage, or destruction of any property, whether owned by the Customer or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of any installation so provided.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.1 Undertaking of the Company, (Cont'd.)

2.1.4 Liability of the Company, (cont'd.)

- H.** The Company is not liable for any defacement of or damage to the premises of a Customer (or authorized or joint user) resulting from the furnishing of services or equipment on such premises or the installation or removal thereof, when such defacement or damage is not the result of negligence or willful misconduct on the part of the agents or employees of the Company.
- I.** The Company shall not be liable for any damages resulting from delays in meeting any service dates due to delays resulting from normal construction procedures. such delays shall include, but not be limited to, delays in obtaining necessary regulatory approvals for construction, delays in obtaining right-of-way approvals and delays in actual construction work.
- J.** The Company shall not be liable for any damages whatsoever to property resulting from the installation, maintenance, repair or removal of equipment and associated wiring unless the damage is caused by the Company's willful misconduct or negligence.
- K.** The Company shall not be liable for any damages whatsoever associated with service, facilities, or equipment which the Company does not furnish or for any act or omission of Customer or any other entity furnishing services, facilities or equipment used for or in conjunction with any Service.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.4 Liability of the Company, (cont'd.)**

- L.** The Company shall not incur any liability, direct or indirect, to any person who dials or attempts to dial the digits "9-1-1" or to any other person who may be affected by the dialing of the digits "9-1-1". The Company shall have no liability whatsoever, direct or indirect, for any failure, whether or not caused by or foreseeable to the Company, of 911 Service or Enhanced 911 Service. The Customer also agrees to release, indemnify, defend and hold harmless the Company from any loss, harm, cost, damage, infringement or invasion of the right of privacy or confidentiality of any person or persons, caused or claimed to have been caused, directly or indirectly, by the installation, operation, maintenance, removal, presence, condition, occasion or use of 911 Service or Enhanced 911 Service features and equipment associated therewith or by any services furnished by the Company in connection therewith, including, but not limited to, the identification of the telephone number, address, or name associated with the telephone used by the party or parties accessing 911 Service or Enhanced 911 Service hereunder and which arise out of the negligence or other wrongful act of the Company, the Customer, its user, agencies or municipalities, or the employees or agents of any one of them.
- M.** THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT THOSE EXPRESSLY SET FORTH HEREIN.

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service-affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customer's services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notifications requirements. With some emergency or unplanned service-affecting conditions, such as outage resulting from cable damage, notification to the Customer may not be possible.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.6 Provision of Equipment and Facilities**

- A. Where construction is required, the Company shall use reasonable efforts to make available services to a Customer on or before a particular date, subject to the provisions of and compliance by the Customer with, the regulations contained in this tariff. The Company does not guarantee availability by any such date and shall not be liable for any delays in commencing service to any Customer.
- B. The Company shall use reasonable efforts to maintain facilities that it furnishes to the Customer. The Customer may not, nor may the Customer permit others to, rearrange, disconnect, remove, attempt to repair or otherwise interfere with any of the facilities installed by the Company, except upon the written consent of the Company.
- C. Equipment installed at the Customer Premises for use in connections with the services the Company offers shall not be used for any purpose other than that for which the Company provided it.
- D. The Company shall not be responsible for the installation, operation, or maintenance of any Customer provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Beyond this responsibility, the Company shall not be responsible for:
1. the transmission of signals by Customer provided equipment or for the quality of, or defects in, such transmission; or
 2. the reception of signals by Customer provided equipment; or
 3. network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.7 Non-routine Installation/Maintenance**

At the Customer's request, installation and/or maintenance may be performed outside the Company's regular business hours or in hazardous locations. In such cases, charges based on cost of the actual labor, material, or other costs incurred by or charged to the Company will apply. If installation is started during regular business hours but, at the Customer's request, extends beyond regular business hours into time periods including, but not limited to, weekends, holidays, and/or night hours, additional charges may apply.

- A.** Customer will pay Non-routine Installation/Maintenance charges referenced above for technicians' time reasonable required, even during regular business hours, when Customer reports a suspected failure and the Company dispatches personnel and the trouble was not caused by the Company's facilities or equipment. Charges will include all technicians dispatched, including technicians dispatched to other locations for purposes of testing.
- B.** If Customer issues a trouble report allowing the Company access to the end user's premises and Company personnel are dispatched but denied access to the premises, then Customer will pay the Non-routine Installation/Maintenance charges referenced above.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.1 Undertaking of the Company, (Cont'd.)****2.1.8 Special Construction**

Subject to the arrangement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is that construction undertaken:

- A. where Company facilities are not presently available, and Company agrees to construct those facilities;
- B. of a type other than that which the Company would normally utilize in the furnishing of its services;
- C. over a transmission link other than that which the Company would normally utilize in the furnishing of its services;
- D. in a quantity greater than that which the Company would normally construct;
- E. on an expedited basis;
- F. on a temporary basis until permanent facilities are available;
- G. involving abnormal costs; or
- H. in advance of its normal construction.

Special Construction may be assessed for point to point to point or point to multipoint radio transmission and reception facilities. Such facilities may include, but are not limited to, radio transmission equipment, transmit and receive antennae, circuit equipment, and professional engineering services for design and construction of hub and/or remote terminal equipment including mounting of antennae, masts, and installation of transmission cable. Special construction charges will be determined on a case by case basis.

2.1.9 Ownership of Facilities

Title to all facilities provided in accordance with this tariff remains with the Company, its agents, contractors or suppliers.

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Effective June 1, 2006**By****Executive Director**
KYL0600

LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.2 Prohibited Uses

- 2.2.1** The service the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- 2.2.2** The Company may require a Customer to immediately shut down its transmission of signals if said transmission is causing interference to others.

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer****2.3.1 Customer Responsibilities**

The Customer shall be responsible for:

- A.** the payment of all applicable charges pursuant to this tariff;
- B.** reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company. The Company will, upon reimbursement for damages, cooperate with the Customer in prosecuting a claim against the person causing such damage and the Customer shall be surrogated to the Company's right of recovery of damages to the extent of such payment.
- C.** providing at no charge, as specified from time to time by the Company, any needed personnel, equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D.** obtaining, maintaining, and otherwise having full responsibility for all rights-of-way including private or public easements, licenses, roof rights and conduit necessary for the installation and ongoing maintenance of wireless transmission and reception equipment including, but not limited to, roof top antennas, inside wiring and associated indoor equipment used to provide Network Services to the Customer from the Company's designated point of termination or property line to the location of the equipment space described in 2.3.1 (c). Any costs associated with the obtaining and maintaining of the rights-of-way described herein, including the costs of altering the structure to permit installation of Company-provided facilities, shall be borne entirely by, or may be charged by the Company to, the Customer;

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.3 Obligations of the Customer, (Cont'd.)****2.3.1 Customer Responsibilities, (cont'd.)**

- E.** providing a safe place to work and complying with all federal and state laws and regulations regarding the working conditions on any premises at which Company employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain Company facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g. friable asbestos) prior to any construction or installation work;
- F.** complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of Company facilities and equipment in or on any Customer premises or the rights-of-way for which Customer is responsible under Section 2.3.1 (d) above; and granting or obtaining permission for Company agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G.** not creating or allowing to be placed or maintained any liens or other encumbrances on the Company's equipment or facilities; and
- H.** making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes.

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.2 Claims

With respect to any service or facility provided by the Company, Customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees for:

- A.** any loss, destruction or damage to property of the Company or any third party, or the death of or injury to persons, including, but not limited to, employees or invitees of either the Company or the Customer, to the extent caused by or resulting from the negligent or intentional act or omission of the Customer, its employees, agents, representatives or invitees; or
- B.** any claim, loss damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the Customer, including, without limitation, use of the Company's services and facilities in a name not contemplated by the agreement between the Customer and the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.3 Obligations of the Customer, (Cont'd.)

2.3.3 Jurisdictional Nature of Traffic

- A. Customer agrees, represents and warrants that all traffic being delivered by Customer to Company for local termination, and all traffic that Company delivers to Customer that has originated in the same local calling area in which Customer's NXX is assigned and/or in which such traffic is terminated to Customer, is local traffic or is legally entitled to be treated as local traffic under all applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction.
- B. Customer further agrees to indemnify, defend and hold harmless Company and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorney's fees) incurred in connection with: Customer's breach or failure of any representation or warranty; Customer's traffic being processed through the Company switch/node; or the effect of any regulatory or legal modifications/change of law.
- C. If Customer defaults in fulfilling any material obligation of the Service Order Agreement, any Amendments or this Tariff, Company shall have the right to terminate the Agreement and the Customer shall pay Company, in addition to any other amounts then owing under the Agreement, a cancellation charge equal to the monthly recurring charge times the number of months remaining in the contract. These charges are intended to establish liquidated damages in the event of early termination and are not intended as a penalty.

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels****2.4.1 General**

A Customer may transmit or receive information or signals via the facilities of the Company.

2.4.2 Station Equipment

- A.** The Customer is responsible for providing and maintaining any terminal equipment on the Customer premises. The electric power consumed by such equipment shall be provided by, and maintained at the expense of, the Customer. All such terminal equipment must be registered with the FCC under 47 C.F.R., Part 68 and all wiring must be installed and maintained in compliance with those regulations. The Company will, where practicable, notify the Customer that temporary discontinuance of the use of a service may be required; however, where prior notice is not practicable, nothing contained herein shall be deemed to impair the Company's right to discontinue forthwith the use of a service temporarily if such action is reasonable under the circumstances. In case of such temporary discontinuance, the Customer will be promptly notified and afforded the opportunity to correct the condition which gave rise to the temporary discontinuance. During such period of temporary discontinuance, credit allowance for service interruptions as set forth in Section 2.6 following is not applicable.
- B.** The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Customer Equipment and Channels, (Cont'd.)****2.4.3 Interconnection of Facilities**

- A. Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing local exchange service and the channels, facilities, or equipment of others may be provided at the Customer's expense.
- B. Local Service may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- C. Facilities furnished under this tariff may be connected to Customer provided terminal equipment in accordance with the provisions of this tariff.

2.4.4 Inspections

- A. Upon reasonable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2.B for the installation, operation, and maintenance of Customer-provided facilities and equipment to Company-owned facilities and equipment. No credit will be allowed for any interruptions occurring during such inspections.
- B. If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten (10) days of receiving this notice the Customer must take this corrective action and notify the Company of the action taken. If Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm. The Company will, upon request twenty four (24) hours in advance, provide the Customer with a statement of technical parameters that the Customer's equipment must meet.

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements****2.5.1 Payment for Service**

The Customer is responsible for payment of all charges for service and facilities furnished by the Company to the Customer or its Joint or Authorized Users. Objections must be received by the Company within thirty (30) days after statement of account is rendered, or the charges shall be deemed correct and binding upon the Customer. If an entity other than the Company imposes charges on the Company, in addition to its own internal costs, in connection with a service for which a Company Non-Recurring Charge is specified, those charges may be passed on to the Customer.

- A.** The Customer is responsible for the payment of any sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fee, or surcharges including right of way fees imposed by any governmental authority, all of which shall be separately designated on the Company's invoices. However, the Customer shall not be responsible for any income taxes imposed by any local, state or federal government.
- B.** A surcharge is imposed on all charges for service originating at addresses in states, counties, and municipalities which levy, or assert a claim of right to levy, a gross receipt or franchise tax on the Company's operations in any such state, county or municipality, or a tax on interstate access charges incurred by the Company for originating access to telephone exchanges in that jurisdiction. This surcharge is based on the particular state's, county's, or municipality's receipts tax or franchise fee and other jurisdictions taxes imposed directly or indirectly upon the Company by virtue of, and measured by, the gross receipts or revenues of the Company in that jurisdiction and/or payment of interstate access charges in that jurisdiction. The surcharge will be shown as a separate line item on the Customer's monthly invoice.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.1 Payment for Service, (cont'd.)

C. Kentucky Universal Service Fund (KUSF)

In order to support funding of LifeLine service to low-income consumers, the Company will collect a monthly Kentucky LifeLine Support charge from its Customers for each local line provided by the Company. Beginning July 1, 2004, the charge per line will be applied at the rate of \$0.08 per month.

D. Kentucky TRS/TDD Surcharge

In order to support funding of Telecommunications Relay Services, the Company will collect a monthly TRS/TDD surcharge from its Customers for each local line provided by the Company. The current charge is \$0.10 per access line.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.2 Billing and Collection of Charges**

The Customer is responsible for the payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

The Company shall bill on a month-to-month basis all charges incurred by, and credits due to, the Customer under this tariff attributable to services established, provided, or discontinued.

- A.** Non-recurring charges are due and payable within 30 days after the date an invoice is mailed to the Customer by the Company.
- B.** The Company shall present invoices for Recurring Charges monthly to the Customer. Recurring charges shall be due and payable within 30 days after the invoice is mailed to the Customer by the Company.
- C.** When service does not begin on the first day of the month, or end on the last day of the month, the charge for the action of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have 30 days.
- D.** Billing of the Customer by the Company will begin on the Service Commencement Date, which is the first day following the date on which the Company notifies the Customer that the service or facility is available for use, except that the Service Commencement Date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the service order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E.** If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available, then a late payment penalty of 1.5% shall be due to the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.3 Disputed Bills

The Customer shall notify the Company of any disputed items on a bill within thirty (30) days of receipt of the bill. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Commission in accordance with the Commission's rules and regulations. The Commission's address is:

Kentucky Public Service Commission
211 Sower Blvd.
Frankfort, KY 40602-0615
Phone: (502) 564-3940

- A. The date of the dispute shall be the date the Company receives sufficient documentation to enable it to investigate the dispute. The date of the resolution is the date the Company completes its investigation and notifies the Customer of the position of the dispute.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.4 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an Advance Payment before services and facilities are furnished. The Advance Payment will not exceed an amount equal to the Non-Recurring Charge(s) and three (3) months' charges for the service or facility. In addition, where special construction is involved, the Advance Payment may also include an amount equal to the estimated Non-Recurring Charges for the special construction and Recurring Charges (if any) for a period to be set between the Company and the Customer. The Advance Payment will be credited to the Customer's initial bill. An Advance Payment may be required in addition to a deposit.

2.5.5 Deposits

The Company does not collect deposits at this time.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance and Restoral Information

- A. Upon ten (10) days written notice for nonpayment of any amount owing the Company, the Company may discontinue or suspend service without incurring any liability.
- B. Upon violation of any of the other material terms or conditions for furnishing service, the Company may, by giving 30 days prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C. Upon condemnation of any material portion of the facilities used by the Company or its agents to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D. Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.
- E. Upon any governmental prohibition or required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Payment Arrangements, (Cont'd.)****2.5.6 Discontinuance and Restoral Information, (cont'd.)**

- F. Upon the Company's discontinuance of service to the Customer under this section, the Company, in addition to all other remedies that may be available to the Company by law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable.
- G. Immediately and without notice, if the Company deems that such action is necessary to prevent or to protect against fraud or to otherwise protect its personnel, agents, facilities or services, the Company may discontinue service pursuant to this section if:
1. the Customer refuses to furnish information to the Company regarding the Customer's credit-worthiness, its past or current use of Common Carrier communications services or its planned use of service(s);
 2. the Customer provides false information to the Company regarding the Customer's identity, address, credit-worthiness, past or current use of Common Carrier communications services, or its planned use of the Company's service(s);
 3. the Customer states that it will not comply with, or fails to comply with, a request of the Company for security for the payment for service(s) in accordance with this Section;
 4. the Customer has been given written notice by the Company of any past due amount (which remains unpaid in whole or in part) for any of the Company's other Common Carrier communications services to which the Customer either subscribes or had subscribed or used;

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.5 Payment Arrangements, (Cont'd.)

2.5.6 Discontinuance and Restoral Information, (cont'd.)

G. (continued)

5. the Customer uses service to transmit a message, locate a person or otherwise give or obtain information without payment for the service;
6. the Customer uses, or attempts to use, service with the intent to avoid the payment, either in whole or in part, of the tariffed charges for the service by:
 - (a) using or attempting to use service by rearranging, tampering with, or making connections to the Company's service not authorized by this tariff;
 - (b) using tricks, schemes, false credit devices, electronic devices; or
 - (c) any other fraudulent means or devices;
8. the Customer owes any sum thirty (30) days past due;
9. within seven (7) days of the date of written notice to the Customer that the Customer is not complying with any provision of this tariff, the noncompliance is not corrected.

- H.** The discontinuance of service(s) by the Company pursuant to this Section does not relieve the Customer of any obligation to pay the Company for charges due and owing for service(s) furnished up to the time of discontinuance.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.6 Cancellation of Service****2.6.1 Cancellation of Application for Service**

- A. Applications for service are noncancellable unless the Company otherwise agrees. Where the Company permits Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B. Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of service ordered, including installation charges, and all charges others levy against the Company that would have been chargeable to the Customer had service begun.
- C. The special charges described in this section will be calculated and applied on a case-by-case basis.

2.6.2 Cancellation of Service by the Customer

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason whatsoever, other than a service interruption (as defined above), Customer agrees to pay to Company the following sums which shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in this tariff: all costs, fees and expenses reasonable incurred in connection with

All Non-Recurring Charges reasonably expended by Company to establish service to Customer, plus

- A. any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus
- B. all early termination charges specified in the applicable Service Order for the balance of the then current term.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.7 Transfer and Assignments

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties (a) to any subsidiary, parent company or affiliate of the Company; (b) pursuant to any sale or transfer of substantially all the assets of the Company; or (c) pursuant to any financing, merger or reorganization of the Company.

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SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Notices and Communications**

- 2.8.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.8.2** The Company shall designate on the Service Order and address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.8.3** All notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third (3rd) business day following deposit of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.8.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

2.9 Individual Case Basis (ICB) Arrangements

Arrangements will be developed on an individual case basis (ICB) in response to a bona fide request from a Customer or prospective Customer to develop a competitive bid for a service offered under this tariff. Rates quoted in response to such competitive requests may be different than those specified for such services in this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis.

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES**3.1 Exchange Service Areas**

Local exchange services are provided, subject to availability of facilities and equipment, in areas currently served by the following Incumbent LECs:

1. BellSouth Telecommunications, Inc.

3.2 Broadband Wireless Service**3.2.1 Description of Service**

Broadband Wireless service is offered as a high capacity dedicated transmission facility available 24 hours per day, 7 days per week. Customers may commit to one, two or three year service terms. The minimum service period for Broadband Wireless services is one year. Should the Customer terminate service prior to the end of the term commitment, the Customer will be billed a termination charge equal to the monthly recurring charge times the number of months remaining in the term.

Broadband Wireless services is an intrastate interexchange service that provides dedicated wireless bandwidth between a Customer designated premises and a Company Point of Presence (POP). Dedicated wireless bandwidth is provisioned from a Company base station to a location selected by the Customer. The base station transmits and the hub equipment receives a point-to-point or point-to-multipoint transmission utilizing radio frequencies in the Local Multipoint Distribution Service (LMDS 27.5 to 31.25 GHz) spectrum. The entire usable bandwidth of the transmission path is available and dedicated to the Customer for their exclusive use. LMDS frequencies provide line-of-sight transmission and will not penetrate trees, walls, glass or other path-obstructing materials. The use of time-division multiple access (TDMA) and FDMA (frequency DMA) technology allows multiple customers within a 3-7 mile coverage radius to share the same radio channel (multipoint).

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.2 Broadband Wireless Service, (Cont'd.)****3.2.2 Limitations**

Service will be provided subject to availability and where technical capabilities permit. The following limitations will apply to the provision of all Broadband Wireless services.

Broadband Wireless microwave equipment requires an unobstructed line-of-sight to a point of interconnection with the Company's base station. Actual data transmission rates depend on a number of factors, including, but not limited to the distance from the customer selected receive site to the Broadband Wireless transmission point. The customer shall be responsible for any and all costs associated with obtaining and maintaining rights-of-way at a receiver site, including costs of altering a structure to permit installation of Company provided facilities. Customer shall bear all such costs which will be charged by the Company subject to Customer's prior approval. The Company may require the Customer to demonstrate compliance with this section prior to accepting an order for service.

Service is offered subject to the availability of necessary facilities or equipment, or both facilities and equipment, and subject to the provisions of this tariff. The obligation of Broadband Wireless to provide service is dependant upon its ability to procure, construct, and maintain facilities that are required to meet the customer's order for service. Broadband Wireless' provision of service through its own facilities requires the use of microwave transmit/receive equipment. The receive equipment must be attached to or located upon the customer's location, often on the roof of the building in which the customer premises is located. Broadband Wireless equipment cannot be installed on the rooftop without the consent of the building owner and/or property manager(s). In addition, Broadband Wireless equipment cannot be installed without access to the building's telephone closet(s), which may not be under the control of the customer or Broadband Wireless. Therefore, Broadband Wireless facilities-based services are subject to the availability of rooftop access and telephone closet access. Broadband Wireless will make all reasonable efforts to secure the necessary facilities.

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Broadband Wireless Service, (Cont'd.)

3.2.2 Limitations, (cont'd.)

Broadband Wireless reserves the right to limit or to allocate the use of existing facilities when necessary due to lack of facilities, relevant resources, or causes beyond the Company's control.

Broadband Wireless does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission nor for failure to establish connections.

The Customer shall ensure that its equipment and/or system is properly interfaced with Broadband Wireless facilities or services; that the signals emitted into Broadband Wireless network are of the proper mode, bandwidth, power, signal level or other technical parameters for the intended use of the Customer and in compliance with the criteria set forth in this tariff, and that the signals do not damage equipment, injure personnel or degrade service to other Customers.

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.2 Broadband Wireless Service, (Cont'd.)****3.2.3 Wireless T-1**

Wireless T-1 is a Broadband Wireless managed service offering providing Customer a total turnkey transport product including: installation; 24 hour/7 day a week network monitoring, maintenance and network performance reporting; detailed billing; and, on-going post-sales support. A Customer purchases connectivity between a Company wireless base station and a remote hub site of its choosing. The Broadband Wireless customer can purchase fixed bandwidth on a single wireless sector on a PTP or PTMP basis in the following increments:

- 4 T-1s
- 6 T-1's
- 8 T-'s
- 10 T-1's
- 12 T-1's

3.24 Wireless Ethernet

Wireless Ethernet utilizes Broadband Wireless technology to deliver Layer-2, 10/100BaseT or faster metropolitan Ethernet connections or Dedicated Internet Access (DIA). The Wireless Ethernet product can be used to deliver end-to-end wireless connectivity utilizing standardized 10Mbps or 100Mbps Ethernet interfaces. Wireless Ethernet services can be configured as oversubscribed and unprotected if required by Broadband Wireless customers. Customers can oversubscribe the fixed amount of bandwidth sold/allocated at any rate up to the fixed amount of bandwidth sold/allocated and use the allocated bandwidth for any purpose. The Broadband Wireless customer can purchase fixed bandwidth on a single wireless sector on a point to point or point to multipoint basis in the following increments:

Wireless Ethernet

5 Mbps
10 Mbps
15 Mbps
20 Mbps

Dedicated Internet Access

5 Mbps
10 Mbps
20 Mbps

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Broadband Wireless Service, (Cont'd.)

3.2.5 Rates and Charges

Rates and charges for Broadband Wireless services are specified below. The Customer will be billed a fixed, flat Monthly Recurring Charge (MRC) for bandwidth in addition to a Non-Recurring Charge (NRC) for installation services provided at the same customer location. Additional Federal, State and Local taxes and Surcharges may also apply. Rates indicated below do not include sales, use, gross receipts, excise, access or other local, state and federal taxes, charges, user fees, or surcharges.

A. Rate Elements

1. **Air Link.** - A monthly recurring Air Link rate element provides for the dedicated transmission media between a customer designated premise and the Company's Point of Presence. One Air Link charge applies for each transmission path and per each customer point of termination.
2. **Port Charge** - A monthly recurring Port Charge rate element applies for each Wireless T1 or Wireless Ethernet port access connection to the Broadband Wireless network. The specified charge is billed per port per month for the dedicated bandwidth increments specified below. The monthly recurring Port Charge is based on the Committed Constant Bit Rate specified in the Service Agreement between Broadband Wireless and Customer. Data rates for Customer Ethernet traffic may not exceed the dedicated bandwidth set out in the Service Agreement. Burst charges may apply where Customer exceeds the Committed Constant Bit Rate specified in the Service Agreement

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

3.2 Broadband Wireless Service, (Cont'd.)

3.2.5 Rates and Charges, (cont'd.)

B. Wireless T1 Rates

	Monthly Recurring Charges		Non Recurring Charges	
	Air Link	Port	Air Link	Port
4 T-1s	\$300	\$120	\$1,500	\$1,500
6 T-1's	\$450	\$180	\$1,500	\$1,500
8 T-'s	\$600	\$240	\$1,500	\$1,500
10 T-1's	\$750	\$300	\$1,500	\$1,500
12 T-1's	\$890	\$360	\$1,500	\$1,500

C. Wireless Ethernet Rates

	Monthly Recurring Charges		Non Recurring Charges	
	Air Link	Port	Air Link	Port
5 Mbps	\$400	\$200	\$750	\$750
10 Mbps	\$525	\$200	\$750	\$750
15 Mbps	\$850	\$200	\$750	\$750
20 Mbps	\$1,600	\$200	\$750	\$750

D. Dedicated Internet Access Rates

	Monthly Recurring Charges		Non Recurring Charges	
	Air Link	Port	Air Link	Port
5 Mbps	\$775	\$200	\$750	\$750
10 Mbps	\$1,300	\$200	\$750	\$750
20 Mbps	\$2,050	\$200	\$750	\$750

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LOCAL EXCHANGE TELEPHONE SERVICES

SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**3.3 Terrestrial DS1 Service**

Terrestrial DS1 Service is a dedicated, high capacity, full duplex channel with a line speed of 1.544 Mbps isochronous serial data having signal format of either Alternate Mark Inversion (AMI) or Bipolar 8 Zero Substitution (B8ZS) and either Super frame (D4) or Extended Super frame formats. DS1 Service has the equivalent capacity of 24 Voice Grade services or 24 DS0 services. AMI can support 24 56Kpbs channels and B8ZS can support 24 64Kbps channels.

Terrestrial DS1 voice loop monthly recurring charge
Terrestrial DS1 voice loop install charge

ICB
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